



Attorney's Docket No. 12504/439

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. Non-Provisional Application

Title: Treatment of Neoplasms with Yujungamycins

Inventor: Edward B. Skibo

Serial No.: 09/889,530

Filing Date: July 18, 2001

Conf. No.: 4313

Group Art Unit: 1614

Examiner: Unassigned

TECH CENTER 1600/2300

JAN 06 2003

RECEIVED

Commissioner for Patents
Washington, D.C. 20231

**POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

The ARIZONA BOARD OF REGENTS, a body corporate, acting for and on behalf of ARIZONA STATE UNIVERSITY, is the Assignee of the above-captioned application pursuant to an Assignment executed on December 17, 2002 a copy of which is attached hereto. The Assignment has been or will be submitted to the Assignment Branch for recordation shortly.

The undersigned, M. Ann Freudendahl, is the Interim Director of Licensing & Intellectual Property Administration for Arizona State University, and is authorized to sign this submission on behalf of the Assignee.

In accordance with 37 C.F.R. § 3.73 Assignee hereby appoints as the attorneys of record and grants the sole power of attorney, with full power of substitution and revocation, for this application and for all transactions with the U.S. Patent and Trademark Office in connection therewith, to Richard E. Oney (Reg. No. 36,884) and Susan Stone Rosenfield (Reg. No. 36,287).

POWER OF ATTORNEY

U.S. Nonprovisional Application No. 09/889,530

Please amend the file to reflect this information and send all correspondence and telephone inquires to Ms. Rosenfield at:

FENNEMORE CRAIG
3003 N. Central Avenue, Suite 2600
Phoenix, Arizona 85012
Tel: (602) 916-5317
Fax (602) 916-5517

Respectfully submitted,

ARIZONA BOARD OF REGENTS,
a body corporate, acting for and on
behalf of ARIZONA STATE
UNIVERSITY

Dated: 12/20, 2002

By: M. Ann Freudendahl
M. Ann Freudendahl
Interim Director of Licensing &
Intellectual Property Administration

ASSIGNMENT

This Assignment is made and executed by Edward B. Skibo having a residence at 3553 East Jaeger Circle, Mesa, Arizona 85213 (hereinafter "Assignor"), to and in favor of the Arizona Board of Regents, a body corporate, acting for and on behalf of the Arizona State University, a corporation organized and existing under the laws of the State of Arizona, and having an office for the transaction of business at Arizona State University, the Office of Technology Collaborations and Licensing, Box 873511, Tempe, AZ 85287-3511 (hereinafter "Assignee").

Whereas Assignor desires to assign his entire right, title and interest in and to the invention described in the application for United States Patent entitled "Treatment of Neoplasms with Yujungamycins", Serial No. 09/889,530, filed on July 18, 2001 (hereinafter the "Patent Application") and all patents, patent applications and the like on the invention to Assignee for valuable consideration; and

Whereas Assignee has provided such valuable consideration to Assignor;

Accordingly, Assignor warrants, covenants and agrees as follows:

1. Assignor hereby sells, assigns and conveys to Assignee Assignor's entire right, title and interest in and to the invention described in the Patent Application, including the Patent Application itself and all substitute, continuation, continuation-in-part and divisional applications based in whole or in part on the Patent Application, and including all patents resulting therefrom and all reissues and extensions thereof, and including any and all rights of priority resulting from the filing of any such applications within the United States.

2. Assignor hereby sells, assigns and conveys to Assignee Assignor's entire right, title and interest in all counterparts to the Patent Application that have been or may be filed outside the United States or under the Patent Cooperation Treaty, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Patent Application, further including all continuation, continuation-in-part and divisional applications based in whole or in part on the non-U.S. counterparts, and still further including all patents, inventor's certificates, utility models, reissues and extensions resulting from any of the non-U.S. counterparts.

3. Assignor hereby grants to Assignee the sole and exclusive right to prosecute the Patent Application and all related applications as described in Paragraphs 1 and 2 above, as well as any opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings. Assignor authorizes all governmental bodies having the power to issue patents, inventor's certificates or utility models to issue a patent, inventor's certificate or utility model based on the Patent Application or any related applications as described in Paragraphs 1 and 2 above in the name of Assignee.

ASSIGNMENT

U.S. Pat. App. 09/889,530

4. Assignor agrees upon request and without further consideration, but at Assignee's expense: (a) to assist Assignee in prosecuting the Patent Application and all related applications as described in Paragraphs 1 and 2 above, as well as opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings; (b) to provide Assignee with information concerning the Patent Application and the related applications described in Paragraphs 1 and 2 above to enable Assignee to obtain, secure and protect all of the rights, title and interest sold, assigned, conveyed and granted under this Assignment (the "Assigned Assets"); (c) to sign papers, take oaths and testify in legal proceedings to enable Assignee to obtain, secure and protect the Assigned Assets; and (d) to perform all acts reasonably necessary to enable Assignee to obtain, secure and protect the Assigned Assets, including assistance in any proceedings pertaining to the Patent Application and the related applications described in Paragraphs 1 and 2 above or to their enforcement.

5. Assignor warrants and covenants that Assignor has the full right to sell, assign and convey the Assigned Assets, that all of the Assigned Assets are free and clear of all mortgages, liens, security interests, charges, claims, royalty obligations and encumbrances of any nature whatsoever and that Assignor has not executed and will not execute any agreement in conflict with this Assignment.

6. Assignee may assign the Assigned Assets in whole or in part. All references herein to Assignee include any successors or assigns of Assignee.

7. Assignor acknowledges that Assignee has paid valuable consideration for the Assigned Assets.

8. Assignor hereby authorizes any member of the firm of Fennemore Craig, P.C. to insert or complete any information, including but not limited to the patent application serial number, needed to effect this document's recordation in the United States Patent and Trademark Office.

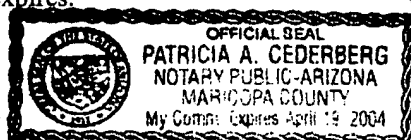
12/17/2002
Date

Edward B. Skibo
Edward B. Skibo

State of Arizona)
County of Maricopa) ss.:

On this 17th day of December, 2002, before me personally appeared Edward B. Skibo, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the foregoing instrument for the purposes therein contained.

My commission expires:



1368543.1/12504. 011